



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: PO CWD PO2500040461

Award Type: Contract

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 04/07/2026

Signature Only:

NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: Tohono O'odham Ki:ki Housing Association

Project Title / Description: Intergovernmental Agreement between the Tohono O'odham Ki:ki Housing Association and Pima County

Purpose: On September 2, 2025, the Pima County Board of Supervisors reviewed and approved the spending plan as proposed by Community and Workforce Development (CWD). As outlined within the spending plan in the "Keeping People Housed" category, \$3.5 million was directed for preservation, weatherization, home repair, rent assistance, utility assistance, and Rapid Re-housing. The spending plan allocates \$50,000 to the Tohono O'odham Ki:ki Housing Association Home Repair program for eligible Association home repair program activities.

Procurement Method: IGAs: This IGA is a non Procurement contract and not subject to Procurement rules.

Procurement Method Additional Info: N/A

Program Goals/Predicted Outcomes: The Tohono O'odham Ki:ki Housing Association will utilize allocated funding to administer existing Association home repair program services located on the Tohono O'odham Nation within Pima County.

Public Benefit and Impact: The benefit of the program is qualifying households will be assisted with home energy-efficiency, and health & safety installations or repairs will lower utility costs and make their homes safe, decent, and affordable.

Budget Pillar • Improve the quality of life

Support of Prosperity Initiative:

- 3. Improve Housing Stability
- 2. Improve Quality of Life and Opportunity in High Poverty Areas

Provide information that explains how this activity supports the selected Prosperity Initiatives

In support of the Pima County Property Initiative Pillar 2: Improve Quality of Life for Pima County Residents, Goal 2.2/Strategy 2.2.2/Tactic 2.2.2.3: Continue to support housing stability among low-income renters through the Emergency Eviction Legal Services (EELS) program, and other housing stabilization efforts.

Metrics Available to Measure Performance:

The Tohono O'odham Ki:ki Housing Association plans to assist up to five households.

Retroactive:

YES

Retroactive Description:

The signed IGA was received March 2, 2026 and the next available BOS meeting is April 7, 2026. If not approved the critical home repair activities will not be completed.

Contract / Award Information

Record Number: PO CWD PO2500040461

Document Type: PO

Department Code: CWD

Contract Number: PO2500040461

Commencement Date: 01/01/2026

Termination Date: 06/30/2026

Total Expense Amount:

\$50,000.00

Total Revenue Amount:

\$0.00

Funding Source Name(s) Required: General Fund

Funding from General Fund?

YES

If Yes Provide Total General Funds:

\$50,000.00

Percent General Funds 100

Contract is fully or partially funded with Federal Funds?

NO

Were insurance or indemnity clauses modified?

NO

Vendor is using a Social Security Number?

NO

Department: CWD

Name: Joel Gastelum

Telephone: 5207246750

Add Procurement Department Signatures

No

Add GMI Department Signatures

No

Department Director Signature:  Date: 3/19/20

Deputy County Administrator Signature:  Date: 3-19-2020

County Administrator Signature: _____ Date: 3/19/20

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
PIMA COUNTY AND THE TOHONO O’ODHAM KI:KI HOUSING ASSOCIATION**

This Intergovernmental Agreement ("IGA" or "Agreement") is entered into by Pima County, a body politic and corporate of the State of Arizona ("County") and the Tohono O’odham Ki:ki Housing Association ("Association"), pursuant to A.R.S. § 11-952.

BACKGROUND AND PURPOSE

- A. County may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-952 *et seq.*
- B. On September 2, 2025, the Pima County Board of Supervisors reviewed and approved the spending plan as proposed by Community and Workforce Development (CWD). As outlined within the spending plan in the "Keeping People Housed" category, \$3.5 million is directed for preservation, weatherization, home repair, rent assistance, utility assistance, and Rapid Re-housing.
- C. The spending plan allocates \$50,000 to the Tohono O’odham Ki:ki Housing Association Home Repair program for eligible Association home repair program activities.

NOW THEREFORE, County and Association, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

AGREEMENT

1. TERM.

- 1.1. Initial Term. The term of this Agreement commences on 01/01/2026 and will terminate on 06/30/2026 ("Initial Term"). "Term," when used in this Agreement, means the Initial Term plus any exercised extension options under Section 1.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Agreement, the parties will, for all purposes, deem the Agreement to have been in effect as of the commencement date.

2. SCOPE OF SERVICES.

- 2.1. The Association will utilize allocated funding to administer existing Association home repair program services located on the Tohono O’odham Nation within Pima County.
- 2.2. The Association will provide monthly reports to County and reports shall include, at a minimum, the following:
 - 2.2.1. An accomplishment narrative describing program successes and challenges;
 - 2.2.2. Before and after photos of project;
 - 2.2.3. Number of home repairs, adaptive construction, and/or safety hardware installation projects completed; and
 - 2.2.4. Amount spent per home.

3. COMPENSATION AND PAYMENT.

- 3.1. Maximum Payment Amount. County’s total payments to Association under this Agreement, may not exceed \$50,000.00 (the "Not To Exceed Amount" (NTE)). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Association is not required to provide any services, for which payment will cause the County’s total payments under this Agreement to exceed the NTE Amount; if Association does so, it is at the Association’s own risk.

- 3.2. Payment. The Association will receive the funding in one lump sum described in **Exhibit A-Budget** (1 page) and will be required to adhere to standard accounting practices providing adequate and accurate documentation on a monthly basis for the materials and supplies procured for home repair activities.
4. **INSURANCE**. Each party warrants that it is self-insured or otherwise maintains adequate insurance to fully cover its liability under this IGA.
5. **INDEMNIFICATION**. To the extent permitted by law, each Party agrees to indemnify, defend and hold harmless, the other party and its officers, directors, employees, agents and affiliates (collectively "the Indemnitees") from and against any and all claims, demands, actions, judgments, costs and expenses, incurred by any of the Indemnitees caused by or arising from the negligence, gross negligence or intentional misconduct of the Indemnifying party, its officers, directors, employees, agents or contractors. Nothing in this provision waives, modifies, or compromises the Nation's sovereign immunity from suit.
6. **CONFLICT OF INTEREST**. This IGA is subject to cancellation for conflict of interest pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference.
7. **COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT**. County and Association will comply with all applicable provisions of the American with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
8. **RIGHTS AND DUTIES OF PARTIES**. This IGA is intended to govern the rights and duties of County and the Association only and is not intended to confer on any third party any rights or benefits which would not exist in the absence of this IGA.
9. **PUBLIC RECORDS**. Pursuant to A.R.S. § 39-121 et seq., this IGA and all documents submitted to the County are public records. As such, those documents are subject to release and/or review by the general public upon request. Except as set forth above, if the Association reasonably believes that any of the documents submitted to the County contain proprietary, trade-secret or otherwise-confidential information, the Association must prominently mark those records "CONFIDENTIAL." In the event a public- records request is submitted to the County for records marked "CONFIDENTIAL," or otherwise designated confidential, the County will notify the Association of the request as soon as reasonably possible. The County will release the records ten (10) business days after the date of that notice, unless the Association has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. The County will not, under any circumstances, be responsible for securing such an order, nor will the County be in any way financially responsible for any costs associated with securing such an order.
10. **SEVERABILITY**. Each provision of this IGA stands alone, and any provision of this IGA found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this IGA.
11. **NON-APPROPRIATION**. Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors do not appropriate or are not granted sufficient monies for the purpose of maintaining this IGA other than for payment of services rendered prior to cancellation. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.
12. **NOTICE**. Any notice required or permitted to be given under this IGA must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

County:

Tohono O'odham Ki:ki Housing

Dan Sullivan, Director
Pima County Department of
Community & Workforce Development
2797 E. Ajo Way
Tucson, Arizona 85713

Association:
Pete Delgado, Executive Director
P.O. Box 790
Sells, Arizona 85634

- 13. NO JOINT VENTURE.** It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any Association employees, or between Association and any County employees. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- 14. NO THIRD-PARTY BENEFICIARIES.** Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or effect the legal liability of either party to the IGA by imposing any standard of care different from the standard of care imposed by law.
- 15. COMPLIANCE WITH LAWS.** The Parties shall comply with all applicable federal, Nation's, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. As to the Association, an Executive Order shall only be deemed to be applicable if it specifically names "Indian tribes" as being within the scope of the order and is lawfully binding upon Indian tribes. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in any court of competent jurisdiction.
- 16. NON-DISCRIMINATION.** The parties will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this IGA, including flow-down of all provisions and requirements to any subcontractors. During the term of this IGA, the parties will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
- 17. SOVEREIGN IMMUNITY.** Nothing in this IGA shall be construed as an express or implied waiver of the sovereign immunity of any party in any forum or jurisdiction.
- 18. LEGAL AUTHORITY.** Neither Party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either Party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, will be null and void, and no recovery may be had by either Party against the other for lack of performance or otherwise.
- 19. ENTIRE AGREEMENT.**
- 19.1. This document constitutes the entire IGA between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.
- 19.2. This IGA may not be modified, amended, altered or extended except through a written amendment signed by the parties.

In Witness whereof, the parties agree to affix their signatures to execute this IGA on the dates written below:

THIS IGA MAY BE SIGNED IN COUNTERPARTS

PIMA COUNTY:

TOHONO O'ODHAM KI:KI HOUSING ASSOCIATION:

Chair, Board of Supervisors Date

Pat DeFina 12/22/25
Executive Director Date

ATTEST

Clerk of the Board Date

REVIEWED BY:

DP 3.19.24
Director Date
Department of Community & Workforce Development

ATTORNEY CERTIFICATION

PIMA COUNTY:

TOHONO O'ODHAM KI:KI HOUSING ASSOCIATION:

[Signature] 12/16/2025
Deputy County Attorney Date

Joni L. DeLuna 12/15/25
General Counsel Date

**Exhibit A (1 Page)
Budget**

1. **BUDGET PERIOD: 01/01/2026 – 06/30/2026 (6 months)**

2. **COMPENSATION**

2.1. County will provide Association funding on a lump sum basis. Association will be required to submit monthly reports and reports must contain adequate supporting documentation to verify the amount and nature of expenditures for direct services/program activities only. County reserves the right to audit financial records as relates to the performance of duties under this Agreement.

2.2. Total amount for this Budget Period is \$50,000.00.

Materials & Supplies	\$50,000.00
Total	\$50,000.00